

TRANSFER
TAX
PAID

WARRANTY DEED

Joint Tenancy

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KNOW ALL MEN BY THESE PRESENTS, that We, **CHARLES UNDERWOOD** and **THERESA M. UNDERWOOD** of Waterville, County of Kennebec and State of Maine, in consideration of one dollar (\$1.00) and other valuable consideration **PAID BY FREDERICK P. CUNNINGHAM** and **DONNA L. CUNNINGHAM** the receipt whereof We do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said **FREDERICK P. CUNNINGHAM** and **DONNA L. CUNNINGHAM**, as joint tenants and not as tenants in common, their heirs and assigns forever, a certain lot or parcel of land located in Waterville, County of Kennebec and State of Maine, bounded and described as follows, to wit:

Commencing in the southerly line of Barnet Avenue at a steel pin 250 feet westerly of the northwest corner of land conveyed from the herein grantor to Percy B. Smith, Jr. and Natalie S. Smith dated June 8, 1989; thence S 12° 38' W a distance of 143.3 feet to a steel pin and land now or formerly of Carmella A. Rossignol; thence N 77° 31' W a distance of 122 feet to a steel pin; thence N 11° 26' E a distance of 142.1 feet to a steel pin in the southerly line of Barnet Avenue; thence S 78° 04' E along the southerly line of Barnet Avenue a distance of 125 feet to the point of beginning.

Meaning and intending to convey Lot #15 as shown on plan entitled "Barnet Avenue Addition for Lester T. Jolovitz" dated May 15, 1989, and recorded in Kennebec Registry of Deeds File #D89173.

Being part of the premises conveyed to Lester T. Jolovitz by Green Acres, Inc. on November 19, 1973, and recorded in Kennebec Registry of Deeds Book 1694, Page 310.

This conveyance is made subject, however, to the following restrictions which will be binding upon the said grantees and all persons claiming or holding under said grantees:

1. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof at any time nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no

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outbuildings shall be occupied as a residence prior to the construction of the main building.

2. That no house for more than one family and costing less than one hundred thousand dollars (\$100,000) shall be built on said land, and no building, including garages, shall be erected or placed on any part of said land within thirty (30) feet of said Barnet Avenue and within ten (10) feet from any boundary line.
3. That no placards or advertising signs, other than such as relate to the sale or leasing of said lots, shall be erected or maintained on said lots or any building thereon.
4. That no fences or construction of any kind, other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.
5. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lots or in any buildings thereon.
6. That if the owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned the foregoing covenants or restrictions shall be construed as applying to a single lot.
7. The grantor herein does not hold himself responsible for enforcement of the aforementioned restrictions.

Meaning and intending to convey the same premises conveyed from Lester T. Jolovitz to Charles W. Underwood and Theresa M. Underwood by Warranty Deed dated July 20, 1989, and recorded in the Kennebec County Registry of Deeds in Book 3583, Page 203.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all privileges and appurtenances thereof, to the said **FREDERICK P. CUNNINGHAM** and **DONNA L. CUNNINGHAM**, as joint tenants and not as tenants in common, their heirs and assigns, to them and their use and behoof forever.

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AND We do covenant with the said Grantees, their heirs and assigns that We are lawfully seized in fee of the premises; that they are free of all encumbrances; that We have good right to sell and convey to the said Grantees to hold as aforesaid; and that We and our heirs, shall and will warrant and defend the same to the said **FREDERICK P. CUNNINGHAM** and **DONNA L. CUNNINGHAM**, their heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, We, the said **CHARLES UNDERWOOD** and **THERESA M. UNDERWOOD**, joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above-described premises, have hereunto set my hand and seal this 16th day of October, 1995.

Signed, Sealed and Delivered
in the presence of

Kathina Mitche
Kathina Mitche

Charles Underwood

Charles Underwood

Theresa Underwood
Theresa Underwood

STATE OF MAINE
Kennebec, ss.

October 16, 1995

Then personally appeared the above-named **CHARLES UNDERWOOD** and **THERESA M. UNDERWOOD** and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Kathina Mitche
Notary Public

KATRINA MITCHE
Printed Name

KATRINA MITCHE
NOTARY PUBLIC
MY COMMISSION EXPIRES 12/31/97



RECEIVED KENNEBEC SS.

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ATTEST: Thomas Paul Moore
REGISTER OF DEEDS